

# EXHIBIT A

## TERMS & CONDITIONS

Revised: June 1, 2017

These Terms and Conditions constitute the Use Agreement and Terms of Service (hereafter the "Terms & Conditions") between share.green (referred to as "Green") and any person, customer, or entity (referred as the "User") utilizing the green Blockchain and any products, features and services provided thereon ("Green Services"). These Terms & Conditions do not create any agency, partnership, or joint venture between Green and User. By signing up for an account through Green or any associated websites, APIs, or mobile applications, the User has read and consents to the Terms & Conditions. The User also agrees to Green's Privacy Policy and Code of Conduct. These Terms & Conditions may be amended and updated from time to time at the sole discretion of Green. Revised versions will be considered effective as of the date and time posted on share.green.

### 1 GREEN SERVICES.

#### 1.1 Green Soft Node

Green Soft Node is a computer software and/or hardware system connected to the green Blockchain. The Green Soft Node supports and maintains the green Blockchain cryptography and confirming transactions on the green Blockchain, which produces a digital reward known as GREEN. At the option of the User, the Green Soft Node may be recommissioned by the User to support other blockchains or other technologies.

#### 1.2 Green Box™.

Green Box™ is a cryptocurrency miner that can generate cryptocurrency, as well as a green Blockchain reward known as GREEN. Like a traditional cryptocurrency miner, Green Box is a customized computer that uses an integrated circuit to specifically mine cryptocurrency. The speed at which a cryptocurrency miner completes a specialized computation and attempts to accurately identify a particular number set is known as the computing Hash Rate ("Hash Rate"). The first miner to successfully identify the designated number set creates a new block, which is added to the blockchain. Based on what is known as the Proof-of-Work protocol, which calculates mining Hash Rate, the miner receives a block reward in the form of cryptocurrency. Statistically, the odds of a single miner successfully identifying the designated number set and receiving the block reward is quite low. Accordingly, miners can choose to join a mining pool. A cryptocurrency mining pool calculates the Hash Rate of each participating miner. When a designated number set is successfully identified by one of the miners in the pool, the pool receives the cryptocurrency reward. The reward is then split and portioned out among members of the mining pool equal to each member's hashing contribution to the mining pool and based on the Proof-of-Work protocol. In addition to traditional cryptocurrency mining using the Proof-of-Work protocol, the Green Soft Node and Green Box utilize a unique Proof-of-Power™ protocol to calculate the amount of electricity used to mine cryptocurrency and produce a GREEN reward. At the option of the User, the Green Box may be recommissioned by the User to mine traditional cryptocurrencies, as supported by the type of cryptocurrency miner being used.

#### 1.3 Proof-of-Power™.

Proof-of-Power is a special algorithm used to analyze and calculate computing Hash Rate, cryptocurrency reward, and power consumption to generate a green Blockchain reward known as GREEN. The Proof-of-Power algorithm (similar to net-metering of solar power production on a digital network) works in conjunction with Proof-of-Work cryptocurrencies and other emerging consensus algorithms that require electricity. The Proof-of-Power protocol provides unique insight into the electrical expenditures required to power blockchain networks.

#### 1.4 The green Blockchain and Battery.

The Proof-of-Power protocol creates the green Blockchain and associated GREEN reward. During this process, a designated blockchain network, such as Bitcoin, Bitcoin Cash, or any other Proof-of-Work protocol, is supported using a Green Soft Node or Green Box (or other compatible and connected blockchain mining equipment or software). Instead of consuming electricity, the combined electricity and cryptocurrency reward (such as BTC or BCH) is inverted to blockchain current (referred to as "BC") and stored in the green Blockchain (referred to as the "Battery"). The Battery is a sum total of the stored BC that can be discharged from the green Blockchain, in the form of GREEN, at any given time.

##### 1.3.1 Charging the green Blockchain.

The green Blockchain is a digital battery and like any battery, it requires an initial charge. The charging mechanism is written into the Proof-of-Power protocol and initiated by supporting a blockchain network (such as Bitcoin). All BC stored in the Battery and not discharged in the form of GREEN (such as BTC or other cryptocurrency reward) may be stored indefinitely, used to compensate developers and contributors to the green Blockchain, purchase additional green Blockchain equipment, Green Soft Node and Green Boxes, or for any charitable purposes or other uses as determined by the Users of the green Blockchain through the established decentralized governance procedures (see section 5).

#### 1.4 GREEN

GREEN is a digital reward and not a Security Token. GREEN is not being offered to investors and there is no Initial Coin Offering (ICO) to promote GREEN. Like BTC (which is the digital reward generated from the Bitcoin blockchain), GREEN is created through a blockchain mining process utilizing the Proof-of-Work and Proof-of-Power protocols explained above. Pursuant to the Proof-of-Power protocol, each User that participates in the green Blockchain BC inversion process shall receive 100% of the User's allocated GREEN reward, which is deposited daily in the User's green wallet and stored in the User's personal battery (viewed in the User's dashboard). The GREEN in the User's personal battery represents the User's portion of the overall green Blockchain Battery. Although GREEN has the potential to effectively subsidize the cost of power, its utility may reside solely within the green Blockchain, and may or may not have value.

#### 1.5 Green Wallet

1.5.1. Green will provide each User with a green Wallet. Green will never take custody or control over GREEN stored in a User's green Wallet. The green Wallet does not store, send or receive any cryptocurrency or reward other than GREEN. Instead of the green Wallet, the User may use any digital wallet provided by a third party company that safely connects to the green Blockchain. A User may be able to use the green Wallet or other compatible wallet to send and receive GREEN with other users of the green Blockchain. Green does not offer any User the ability to exchange one form of currency for any other form of currency (fiat or digital). Green is not an exchange or money transmitter.

1.5.2. When a User creates a green Wallet, the green Blockchain software generates a cryptographic private key and public key pair that the User must use to send and receive GREEN. The User is solely responsible for storing, outside of Green's Services, a backup of any User's green Wallet, private key(s), or transaction information that the User maintains in the green Wallet or otherwise with the Green Services. If the User does not backup the green Wallet, the User may not be able to access the GREEN in the event that Green discontinues some or all of the Green Services.

1.5.3. In order for a transaction to be validated on the green Blockchain, any GREEN transaction through the green Wallet must be confirmed and recorded in the distributed ledger associated with the green Blockchain. The green Blockchain is a decentralized, peer-to-peer network supported by the users of the green Blockchain, which is not owned, controlled or operated by Green.

1.5.4. Green has no control over any cryptocurrency or reward generated through the Proof-of-Power process, including GREEN, and cannot ensure that any transaction details a User submits via the Green Services and green Wallet will be confirmed or processed on the green Blockchain. The User agrees and understands that the transaction details submitted by the User via the Green Services and green Wallet may not be completed or may be delayed by the green Blockchain used to process the transaction. Green does not guarantee that the green Wallet can transfer title or right in any cryptocurrency or reward, including GREEN, and Green makes no warranties of title of any kind. Once transaction details have been submitted to the green Blockchain, Green cannot assist the User to cancel or otherwise modify such transaction or details.

1.5.5. In the event of a fork of the green Blockchain or any other supported blockchain, Green may not be able to support the User's activity related to GREEN or any other supported cryptocurrency or reward. The User agrees and understands that in the event of a fork of the green Blockchain, any transaction associated with the green Wallet or Green Services may not be completed, may be partially completed, incorrectly completed, or substantially delayed. Green is not responsible for any loss incurred by any User caused in whole or in part, directly or indirectly, by a fork of the green Blockchain.

1.5.6. With respect to the green Wallet, Green does not receive or store a User's green Wallet password, or any keys, network addresses or transaction history. Green cannot assist any User with green Wallet password retrieval. The User is solely responsible for remembering, storing and keeping secret the User's green Wallet PIN (password), keys and address. Any GREEN a User has stored within its green Wallet may become inaccessible if the User does not know or keep secret its green Wallet keys and PIN. Any third party with knowledge of one or more of a User's credentials (including, without limitation, a backup phrase, wallet identifier, PIN, or keys) can dispose of the GREEN in the User's green Wallet.

1.5.7. Green does not currently charge a fee for the green Wallet, receiving, sending, or storing GREEN. However, Green reserves the right to do so in the future, and in such case any applicable fees will be displayed prior to the User incurring such fee. Notwithstanding, the green Blockchain may have Blockchain Transaction Fees (including, without limitation Proof-of-Power fees), electricity or power fees, or other fees required to discharge GREEN through the green Blockchain. Green may attempt to calculate for the User any Blockchain Transactions Fees, though such calculation may be inaccurate or excessive. The User may select a greater or lesser fee, and the User is solely responsible for paying any Blockchain Transaction Fees required on the green Blockchain. Green will neither advance nor fund any Blockchain Transaction Fee on any User's behalf, nor be responsible for any excess or insufficient fee calculation.

1.5.8. The User agrees to take responsibility for all activities that occur under its green Wallet and accepts all risks of any authorized or unauthorized access to its green Wallet, to the maximum extent permitted by law. The User represents and warrants that the User is familiar with and accepts the risks associated with digital wallets and private keys, including the

**2. PAYMENT TERMS.****2.1. Annual License and Monthly Service Fees.**

The User shall pay a one-time license fee for a Green Soft Node and/or a one-time Green Box equipment fee and may be charged monthly service fee(s) for Green Services. Green does not sell or own any Green Box, but may refer the User to one or more third-party equipment companies that sell a Green Box, which may or may not be affiliated with Green.

**2.2. Equipment Purchase.**

The User shall enter into a License Agreement and/or Equipment Purchase Agreement as it relates to the license of a Green Soft Node or a purchase of a Green Box. The User is not required to purchase a Green Box, but may use any other mining equipment technology (e.g. cryptominer, GPU, cell phone, or other technology) that can appropriately and safely access and connect to the green Blockchain protocol and provide the necessary computing Hash Rate and green inversion. The user must have a Green Soft Node license to access and connect to the green Blockchain.

**2.3. Maintenance and Hosting Fees.**

Green does not maintain or host any Green Box, but may refer the User to one or more third-party hosting companies that may or may not be affiliated with Green. If the User elects and is part of a separate hosting agreement, the User may be required to pay certain data center operations, maintenance and power fees ("Maintenance Fees"). These Maintenance Fees may be deducted from the User's digital rewards or GREEN on a daily or monthly basis in advance.

**2.4. Blockchain Transaction Fees.**

The delivery and receipt of any of the User's cryptocurrencies and GREEN are subject to network or transaction fees charged by the blockchain associated with the User-selected algorithm ("Blockchain Transaction Fees"), which are non-refundable. Blockchain Transaction Fees are paid to emit, record, verify, and process a transaction on the blockchain and not retained by Green. Any withdrawal or transfer of the User's cryptocurrencies are subject to Blockchain Transaction Fees.

**2.5. Other Third-Party Fees.**

Certain digital wallets, wallet addresses, tools, and third-party software and devices ("Third-Party Fees") used by the User may also charge the User a fee, including a per transaction or transfer fee, which are non-refundable. The User is responsible for satisfying any such fee(s). The User should note that any such fees may significantly reduce the User's rewards and therefore the User is responsible for managing the selection, use, rate and frequency of their receipt of rewards to any such Third-Party Fees.

**2.6. Taxes.**

The User is responsible for any taxes, and the User will pay for Green Services without any reduction for taxes. If the User is required by law to withhold any taxes from its payments to Green, the User must provide Green with an official tax receipt or other qualified documentation to support such withholding, including value added tax ("VAT"), if applicable. The User will be liable to pay (or reimburse Green) for any taxes, interest, penalties or fines which may arise from any mis-declaration made by the User. The User shall pay Green for all taxes and governmental fees Green is required to collect or pay upon sale or delivery of Green Services.

POTENTIAL USERS OF DIGITAL OR VIRTUAL CURRENCIES, INCLUDING BUT NOT LIMITED TO BITCOIN, ARE FOREWARNED OF POSSIBLE FINANCIAL LOSS AT THE TIME SUCH CURRENCIES ARE EXCHANGED FOR FIAT CURRENCY DUE TO AN UNFAVORABLE EXCHANGE RATE. MOREOVER, A FAVORABLE EXCHANGE RATE AT THE TIME OF EXCHANGE MAY RESULT IN A TAX LIABILITY. USERS SHOULD CONSULT A TAX ADVISOR REGARDING ANY TAX CONSEQUENCES ASSOCIATED WITH THE PURCHASE, SALE, EXCHANGE, OR OTHER USE OF DIGITAL OR VIRTUAL CURRENCIES.

**3. USER OBLIGATIONS****3.1. Algorithm Strategy Selection.**

The User is responsible for the selection of the algorithm strategy and understands and accepts the risks associated with blockchain technologies, cryptographic rewards, and cryptocurrency mining.

**3.2. Software and Equipment Allocation**

The User is responsible for the allocation of the User's equipment and selected optimization decisions. The User acknowledges that Green is not responsible for the selection or timing of cryptocurrencies to be mined, nor is Green responsible for the protocols selected for use in connection with Green Services. The User is solely responsible for these decisions and shall monitor and allocate strategies through the User's dashboard. The User acknowledges that the difficulty of mining may vary and will likely increase over time.

**3.3. Log-in Credentials**

The User represents and warrants that the User is responsible for the preservation of confidentiality of the User's login credentials on share.green. Login credentials generated for the User by Green are for the User's internal use only and the User is strictly prohibited from selling, transferring, or sub-licensing them to any other entity or person.

**3.4. Blockchain Network Risk**

The User represents and warrants that the User accepts the risks of blockchain protocol and network, including instability, congestion, high transaction costs, network latency, information security, regulatory risk, and technological and operational error. The User understand these risks may result in delay or failure to process transactions, failure to generate Hash Rate, and potentially high Blockchain Transaction Fees or Third Party Fees. The User represents and agrees that Green is not responsible for any diminished Green Services, related features, or capabilities resulting from blockchain network risk. In the event of a material increase or decrease to Blockchain Transaction Fees, Third Party Fees, or operational degradation, congestion, failure or other disruption of the blockchain network used by the User, Green may, at its sole discretion and upon notice to the User, increase or decrease the threshold to deliver the User's cryptocurrencies.

**3.5. Blockchain Modification Risk**

The User represents and warrants that the User is familiar with and accepts the risks associated with blockchain development and code changes. Blockchain technologies are still under development and may undergo significant changes over time. Blockchain contributors may make changes to features and specifications of the algorithm selected by the User, and may fork the green Blockchain protocol. Such changes may include or result in the elimination or support for specific algorithms and applications.

**3.6. Proof-Of-Work Replacement Risk**

In addition to blockchain modification risk, blockchain contributors may also modify the cryptographic verification process such that the blockchains can no longer be verified through Proof-of-Work and instead adopt Proof-of-Stake methodologies. The User accepts and acknowledges such risk and shall allocate the User's Hash Rate to other available blockchains and mining processes that use Proof-of-Work methodologies. The User further acknowledges that certain blockchain algorithms have no alternative blockchain applications that support Proof-of-Work mining and any such switch from Proof-of-Work to Proof-of-Stake would result in no applicable use of the User's Hash Rate.

**3.7. Trade Compliance**

User shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to European Union and U.S. companies, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control and the European Union's Common Foreign and Security Policy (collectively, "Trade Sanctions Laws"). The User represents and warrants that the User and the User's financial institutions, or any party that owns or controls the User or the User's financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign as Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

**4. TERMINATION****4.1. General**

Green may suspend or terminate the User's right to access or use Green Services immediately and without notice if: (i) Green determines the User's use of the Green Services poses a security risk to Green Services or any third party, could adversely impact Green, Green Services or any other Green users, could subject Green, its affiliates, or any third party to liability, or could be fraudulent; (ii) the User is in breach of these Terms & Conditions; (iii) the User initiated a chargeback or dispute with respect to any payment or purchase of the Green Services; or (iv) the User has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

**4.2. Effect of Suspension.**

If Green suspends the User's right to access or use any portion or all of the Green Services, the User shall remain responsible for all fees and charges the User incurs during the period of suspension, including any Maintenance Fees and Blockchain Transaction Fees; and the User may be in violation of the User's hosting agreement or the blockchain protocols, which may prevent or limit the User's entitlement or access to any results or rewards, including GREEN, that may have occurred during the User's suspension of the Green Services. User agrees to pay any fee charged by Green to reconnect the Green Services.

**4.3. Effect of Termination**

If Green terminates the User's right to access or use any portion or all of the Green Services, then all of the User's rights under these Terms & Conditions immediately terminate and the User shall remain responsible for all fees owed to Green incurred through the termination date.

**5. GOVERNANCE****5.1. Advisory Board.**

Every User on the green Blockchain with a GREEN reward can apply and have the opportunity to be on the Advisory Board (referred to hereafter collectively as "Advisors" and individually as an "Advisor"). The top 25 candidates with the most votes confirmed by the green Blockchain users will become Advisors to the green Blockchain. Until full decentralization can occur on the green Blockchain, where all users hold the private keys and passwords to their allocated portion of the green Battery,

The Advisory Board requires majority approval and shall sign the Smart Contract Consortium for the privacy and passwords to maintain the security and charge within the green battery.

#### 5.2. Voting for green Blockchain Updates and Amendments.

Any Advisor or any User can submit to an Advisor a proposed protocol update or amendment to the green Blockchain protocol. Upon eighty percent (80%) approval from the Advisory Board, each proposal will be submitted to any outsourced development team selected by the Advisory Board to test for at least one (1) week, then submitted to the community for at least one (1) week to test and provide necessary feedback and suggestions, then re-tested for at least one (1) additional week by any developer(s) selected by the Advisory Board. If during the testing period, seventy-five percent (75%) of the green Blockchain Users vote to reject the proposal, the proposal automatically fails and the Advisory Board will no longer consider the proposal. If there is no User vote to reject the proposal, the proposal will be submitted to the Advisory Board upon completion of all testing for final vote and approval, which requires 80% approval to activate the new, updated or amended green Blockchain protocol.

#### 5.3. Consensus Nodes.

Through the Proof-of-Power protocol, any User that is part of a consensus node, including any user of a Green Soft Node or Green Box, on the green Blockchain shall approve and validate transactions, and contribute to the security and stability of the network. Any User involved in the consensus protocol may be rewarded from a portion of the cryptocurrency stored in the green Battery (BTC or BCH) or in GREEN.

#### 5.4. Community and Decentralized Innovation.

The green Blockchain invites any person or entity throughout the world to contribute to the green Blockchain, including coders, application developers, marketers, advertisers, and service and maintenance providers. Accepted amendments, updates, and innovation from individuals or groups of the green Blockchain community may be paid from a portion of the cryptocurrency stored in the green Battery (BTC or BCH) or in GREEN.

#### 6. PUBLICITY

The User is permitted to state publicly that it is a customer of Green, consistent with any Trademark Guidelines which may be adopted by Green from time to time. The User agrees to abide by the Privacy Policy and Code of Conduct of share.green.

#### 7. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that: (i) it has full power and authority to enter into these Terms & Conditions; and (ii) it will comply with all laws and regulations applicable to its provision or use of Green Services.

#### 8. DISCLOSURES & RISKS

##### 8.1 Notification.

Green notifies User of certain disclosures and risks associated with blockchain digital rewards and currency and associated technology and protocols. Green Services are not an investment product, and no action, notice, communication by any means, or omission by Green shall be understood or interpreted as such. Green has no influence whatsoever on the green Blockchain, the mining of cryptocurrencies, or the GREEN reward. License of a Green Soft Node or ownership of a Green Box or use of Green Services does not represent or constitute any ownership right or stake, share or security, debt or equivalent right, or any right to receive any future revenue or form of participation in or relating to any blockchain or cryptocurrency, including the green Blockchain or GREEN reward.

##### 8.2 Virtual Currency.

Digital and virtual currencies are not considered legal tender, are not issued or backed by any government, and have fewer regulatory protections than traditional currency. Moreover, virtual currency accounts are not insured against theft or loss by any insurance corporation or any investor protection, including the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

##### 8.3 Market Risk.

The value of digital and virtual currencies is derived from supply and demand in the global marketplace, which can rise or fall independent of any government currency. Holding digital and virtual currencies carries exchange rate and other types of risk. The value of virtual currencies may be derived from the continued willingness of market participants to exchange traditional government currency for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market disappear. The volatility and unpredictability of the price and value of virtual currencies, relative to government currency, may result in significant loss over a short period of time. Green cannot guarantee or warrant the value of any cryptocurrency or blockchain, including the green Blockchain and GREEN reward, and explicitly warns the User that that there is no reason to believe that any cryptocurrency or blockchain reward will increase in value, and that they may hold no value, decrease in value, or entirely lose value.

##### 8.4. Regulatory Risk.

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual currencies and blockchain rewards.

##### 8.5 Technology Risk.

Virtual currency transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable. Some virtual currency transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of virtual currencies may lead to an increased risk of fraud or cyber-attacks.

#### 9. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GREEN, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. GREEN, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY USER DATA, INCLUDING BLOCKCHAIN DATA AND CRYPTOCURRENCY REWARDS DERIVED, MAINTAINED, OR TRANSMITTED THROUGH USE OF GREEN SERVICES. THE USER IS SOLELY RESPONSIBLE FOR SECURING ITS CUSTOMER DATA AND CRYPTOCURRENCY REWARDS. NEITHER GREEN, ITS AFFILIATES, NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF GREEN SERVICES, GREEN BLOCKCHAIN, OR ANY OTHER SUPPORTED BLOCKCHAIN WILL BE ERROR-FREE OR UNINTERRUPTED. GREEN, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTIONS ON ANY BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

#### 10. LIMITATION OF LIABILITY

##### 10.1. Limitation of Indirect Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GREEN AND THE USER SHALL NOT BE LIABLE UNDER THESE TERMS & CONDITIONS FOR LOST REVENUES, OPPORTUNITY COSTS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF GREEN KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO VIOLATIONS OF GREEN'S INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION OBLIGATIONS, OR THE USER'S PAYMENT OBLIGATIONS.

##### 10.2. Limitation of Amount of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER GREEN NOR ITS AFFILIATES OR SUPPLIERS, MAY BE HELD LIABLE UNDER THESE TERMS & CONDITIONS FOR MORE THAN THE AMOUNT PAID BY THE USER TO GREEN UNDER THESE TERMS & CONDITIONS, MINUS ANY REWARDS GENERATED OR RECEIVED BY THE USER AS A RESULT OF THE USE OF GREEN SERVICES.

#### 11. INDEMNIFICATION

Unless prohibited by applicable law, the User will defend and indemnify Green and its Affiliates against any settlement amounts approved by the User and damages and costs finally awarded against the User and its affiliates by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) to the extent arising from the User's use of Green Services.

#### 12. MISCELLANEOUS.

##### 12.1. Assignment.

The User will not assign or otherwise transfer the User's rights and obligations under these Terms & Conditions, without the prior written consent of Green, which may be unreasonably withheld. Any assignment or transfer in violation of this section will be void. Green may assign these Terms & Conditions without the User's consent (i) in connection with a merger, acquisition or sale of all or substantially all of Green's assets, or (ii) to any Affiliate or as part of a reorganization; and effective upon such assignment, the assignee is deemed substituted for Green as a party to these Terms & Conditions and Green is fully released from all of its obligations and duties to perform under these Terms & Conditions. Subject to the foregoing, these Terms & Conditions will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns. The User may not merge these Terms & Conditions with any other agreements with which Green may be a party.

##### 12.2. Disputes.

Any dispute, controversy, difference or claim arising out of or relating to these Terms & Conditions or relating in any way to the User's use of share.green or Green Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms & Conditions the parties may agree to first attempt mediation before a single mediator, administered by the International Centre for Dispute Resolution under its mediation rules, to be held in any location agreed to by the parties, or Salt Lake City, Utah, USA in the English language. If the parties do not agree on mediation, the matter shall be referred to and finally resolved by arbitration before a single arbitrator to be held in Salt Lake City, Utah, USA administered by the International Centre for Dispute Resolution in accordance with International Dispute Resolution Rules. The decision of the arbitrator is final and binding on the parties, and enforceable in a court of competent jurisdiction. The prevailing party shall be entitled to costs and reasonable attorneys' fees for the arbitration. Notwithstanding the foregoing Green and the User agree that Green may bring suit in any court of law to enjoin infringement or other misuse of Green's intellectual property rights. Any disputes that may arise beyond the scope of the arbitration provision shall be exclusively subject to the State or Federal

Courts located in Salt Lake City, Utah, between User and Green, consent to personal jurisdiction in that venue. CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. USER ACKNOWLEDGES THAT, BY AGREEING TO THESE TERMS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

#### 12.3. Entire Agreement.

These Terms & Conditions sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. **in entering into these Terms & Conditions, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Terms & Conditions.** The terms may be updated by Green on share.green.

#### 12.4. Force Majeure.

Green and its affiliates will not be liable for any failure or delay in performance of obligation under these Terms & Conditions where the failures or delay results from any cause beyond reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a "hard fork" or "soft fork").

#### 12.5. Governing Law.

Any claim or dispute between the User and Green arising out of or relating to the User's use of share.green, Green Services, or these Terms & Conditions, in whole or in part, shall be governed by the laws of the State of Wyoming, USA without respect to its conflict of laws provisions. The 1980 United Nations Conventions on Contracts for the International Sale of Goods does not govern these Terms & Conditions.

#### 12.6. Language.

All communications and notices made or given pursuant to these Terms & Conditions must be in the English language. If we provide a translation of the English language version of these Terms & Conditions, the English language version will control if there is any conflict.

#### 12.7. Notices to the User and Green.

Green may provide any notice to the User under these Terms & Conditions by: (i) posting a notice on share.green; or (ii) sending a message to the email address associated with the User's account. Notices provided on share.green will be effective upon posting and notices provided by email will be effective when the email is sent. It is the User's responsibility to keep the User's email address current. To give Green notice under these Terms & Conditions, the User must contact Green by support@share.green. Green may update the address for notices by posting on share.green.

#### 12.8. Severability.

If any portion of these Terms & Conditions is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.

#### About

Home  
About  
Support

#### Use GREEN

GREEN  
Use GREEN  
Get GREEN

#### Mine GREEN

NODE  
Use NODE  
Get NODE

#### Community

GitHub  
Medium



Contract

Cookies

Terms

Privacy